

AGREEMENT
ON
SCIENCE AND TECHNOLOGY COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

The Government of the United States of America and the Government of the Islamic Republic of Pakistan (hereinafter referred to as the "Parties");

Realizing that international cooperation in science and technology for peaceful purposes will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology of both countries, as well as mankind;

Sharing responsibilities for contributing to the world's future prosperity and well-being, and desiring to make further efforts to strengthen their respective national research and development policies for peaceful uses;

Considering scientific and technical cooperation is an important condition for the development of national economies;

Intending to strengthen their economic cooperation through specific and advanced technology applications;

Wishing to establish dynamic and effective international cooperation between organizations and individual scientists in the two countries; and

Recognizing that cooperative activities would facilitate exchange and diffusion of technologies between the two countries;

Have agreed as follows:

Article I

1. The purposes of this Agreement are to strengthen scientific, technological and engineering capabilities of the Parties, to broaden and expand relations between the extensive scientific and technological communities of both countries, and to promote scientific and technological cooperation in areas of mutual benefit, all for peaceful purposes.

2. The principal objectives of this cooperation are to provide opportunities to exchange ideas, information, skills, and technologies for peaceful purposes, and to collaborate on scientific and technological endeavors of mutual interest.

Article II

1. Cooperative activities under this Agreement shall be conducted in accordance with the applicable laws, regulations, and procedures in both countries and shall be subject to the availability of appropriated funds and personnel.

2. Written "Rules of Procedure" will be developed by the Parties that govern the administration and use of any funds made available for the purposes of this Agreement.

Article III

1. The Parties shall encourage cooperation through exchanges of scientific and technical information; exchanges of scientists and technical experts; the convening of joint seminars and meetings; training of scientists and technical experts; the conduct of joint research projects; educational exchanges related to science, technology and engineering; establishment of science-based public-private partnerships; and other forms of scientific and technological cooperation as may be mutually agreed upon. None of the activities undertaken under this Agreement will relate to the development or use of nuclear, chemical or biological weapons, missiles or high-resolution remote sensing capabilities.

2. Cooperation under this Agreement shall be based on shared responsibilities and equitable contributions and benefits, commensurate with the Parties' respective scientific and technological strengths and resources.

3. Priority will be given to collaborations that can advance common goals in science and technology; support partnerships between public and private research institutions and industry, touching on such science and technology issues as: promotion of science-based decision-making, environmental and biodiversity protection, natural sciences, agriculture, marine sciences, energy, basic space sciences, climate, HIV/AIDS, telemedicine and other health issues, information and communication technologies, standards and metrology, science and technology education, and science, technology and engineering for sustainable development.

Article IV

1. The Parties shall encourage and facilitate, where appropriate, the development of contacts and cooperation between government agencies, universities, research centers, institutions, private sector companies and other entities of the two countries.

2. Government agencies of the Parties may conclude under this Agreement implementing agreements or arrangements, as appropriate, in specific areas of science, technology and engineering. These implementing agreements or arrangements shall cover, as appropriate, topics of cooperation, procedures for transfer and use of materials, equipment and funds, and other relevant issues.

3. The Parties may designate other entities, including universities, research centers, institutions, and private sector companies, to carry out activities under this Agreement. Such entities may, with the approval of the Parties, enter into implementing arrangements, as appropriate, in specific areas of science and technology. These implementing arrangements shall cover, as appropriate, topics of cooperation, procedures for transfer and use of materials, equipment and funds, and other relevant issues.

4. In case of any inconsistent or ambiguous provisions in an implementing agreement or arrangement, the provisions of this Agreement shall prevail, unless the Parties otherwise agree.

Article V

Scientists, technical experts, government agencies and institutions of third countries or international organizations may, in appropriate cases, be invited by

agreement of both Parties to participate at their own expense, unless otherwise agreed, in projects and programs being carried out under this Agreement.

Article VI

1. The Parties agree to consult periodically and at the request of either Party concerning the implementation of the Agreement and the development of their cooperation in science and technology. The Parties shall establish a Joint Committee to coordinate, facilitate, and review cooperative activities under this Agreement, composed of representatives designated by the Parties. The Joint Committee shall be co-chaired by a designated official of the Department of State of the United States and a designated official of the Government of the Islamic Republic of Pakistan. The Joint Committee shall meet at regular intervals as specified in the Rules of Procedure, referred to in Article II(2).

2. Each Party shall also designate an Agreement Coordinator to conduct administrative affairs and, as appropriate, to provide oversight and coordination of activities under this Agreement, including administration of any funds made available for the purposes of this Agreement, as described in Article II(2).

Article VII

1. Scientific and technological information of a non-proprietary nature resulting from cooperation under this Agreement, other than information which is not disclosed for legal, commercial or industrial reasons, shall be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with normal procedures of the participating agencies and entities. No warranty of suitability of information exchanged under this Agreement is implied or given.

2. The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement is provided for in Annex I, which shall apply to all activities conducted under this Agreement unless agreed otherwise by the Parties or their designees in writing.

3. Sensitive information or equipment shall not be transferred under this Agreement. Annex II provides for the protection of any such information or equipment identified in the course of cooperation under this Agreement and provides for the

handling of unclassified export-controlled information or equipment transferred under this Agreement.

Article VIII

1. Each Party shall facilitate, as appropriate and in accordance with its laws and regulations, entry into and exit from its territory of appropriate personnel and equipment of the other Party, as well as other materials, data, and specimens used or engaged as part of projects and programs under this Agreement.

2. Each Party shall facilitate, as appropriate, prompt and efficient access of persons of the other Party, participating in cooperative activities under this Agreement, to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists and researchers, as needed to carry out those activities.

3. Each Party shall facilitate, in accordance with its laws and regulations, duty free entry for materials and equipment provided pursuant to science and technology cooperation provided for under this Agreement.

4. United States assistance provided by this Agreement shall be exempt from taxation, including value added taxes and customs duties imposed on commodities financed by such assistance, by the foreign government. U.S. law requires withholding from future assistance an amount equal to 200 percent of all taxes assessed by a foreign government or entity against commodities financed, either directly or through grantees, contractors or sub-contractors, by the type of United States assistance contemplated by this Agreement, if such taxes are not reimbursed to the Government of the United States.

Article IX

In the event that differences arise between the Parties with regard to the interpretation or application of the provisions of this Agreement, the Parties shall resolve them by means of negotiations and consultations.

Article X

1. This Agreement shall enter into force when the Parties notify each other, through written diplomatic channels, of the completion of their respective national legal

requirements necessary for the entry into force of this Agreement. The date of last notification will be deemed to be the date of entry into force of this Agreement. This Agreement shall remain in force for a period of five (5) years. It shall be renewed for further five-year periods by written agreement of the Parties.

2. This Agreement may be terminated at any time by either Party upon six (6) months written notice to the other Party. Termination of this Agreement shall not affect the implementation of any cooperative activity carried out under this Agreement and not completed upon termination of this Agreement. Notwithstanding the termination of this Agreement, the obligations set forth in Annex II to protect or restrict the use of information or equipment shall continue to apply without respect to time, unless otherwise agreed in writing by the Parties.

3. This Agreement may be amended or modified at any time through the written mutual consent of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington, D.C., this 25th day of June 2003, in duplicate, in the English language.

FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA:

Paula Dobriansky

FOR THE GOVERNMENT
OF THE ISLAMIC REPUBLIC
OF PAKISTAN:

Riaz Hussain

ANNEX I

INTELLECTUAL PROPERTY

Pursuant to Article VII(2) of this Agreement:

I. General Obligation

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing agreements or arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.
- B. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.
- C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
- D. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law.

Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.

- E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

III. Allocation of Rights

- A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
- B. Rights to all forms of intellectual property, other than those rights described in paragraph IIIA above, shall be allocated as follows:
- (1) Visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.
- (2) (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by paragraph III.(B)(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.
- (b) Unless otherwise agreed in an implementing or other agreement or arrangement, each Party shall have within its territory all rights to exploit or license intellectual property created in the course of the cooperative activities.
- (c) The rights of a Party outside its territory shall be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the

degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

(d) Notwithstanding paragraphs III.B(2)(a), (b) and (c) above, if a particular project has led to the creation of intellectual property protected by the laws of one Party but not the other, the Party whose laws provide for this type of protection shall be entitled to all rights to exploit or license intellectual property worldwide although creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).

(e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the inventions promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

ANNEX II

SECURITY OBLIGATIONS

I. Protection of Sensitive Technology

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this Agreement to incorporate such measures.

II. Technology Transfer

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements. Export controlled information shall be marked to identify it as export controlled and identify any restrictions on further use or transfer.
